

No. 28HA/63-S/710.—Whereas the Governor of Haryana is satisfied that land specified below is needed by the Government, at public expense, for a public purpose, namely, for the construction of Barasary link road, it is hereby declared that the land described in the specification below is required for the aforesaid purpose.

This declaration is made under the provisions of section 6 of Land Acquisition Act, 1894, to all whom it may concern and under the provisions of section 7 of the said Act, the Land Acquisition Collector, Haryana P. W. D., B. & R. Branch Ambala Cantt. or any other Special Collector authorised by the Colonization Officer-cum-Special Land Acquisition Collector, Haryana, is hereby directed to take orders for the acquisition of the said land.

Plans of the land may be inspected in the office of the Land Acquisition Collector, Haryana P. W. D., B. & R. Branch, Ambala Cantt. and Executive Engineer, Provincial Division, Sirsa.

SPECIFICATION

Name of District	Name of Tehsil	Name of Village	Area in acres	Details of Khasra No.	
Hissar	Sirsa	Barasary	1.96	43	44
				20, 21, 22	6, 7, 15, 16
				169	
		Total	1.96		

No. 28HA/63-S/711.—Whereas the Governor of Haryana is satisfied that land specified below is needed by the Government, at public expense, for a public purpose, namely, for the construction of a road from Mattdadu to Saboo Khera, District Hissar, it is hereby declared that the land described in the specification below is required for the aforesaid purpose.

This declaration is made under the provisions of section 6 of Land Acquisition Act, 1894 to all whom it may concern and under the provisions of section 7 of the said Act, the Land acquisition Collector, Haryana P.W.D., B&R Br. Ambala Cantt. or any other special Collector authorised by the Colonization Officer-cum-Special Land Acquisition Collector, Haryana is hereby directed to take orders for the acquisition of the said land.

Plans of the land may be inspected in the office of the land Acquisition Collector, Haryana P. W. D., B. & R. Branch, Ambala Cantt. and Executive Engineer, Provincial Division, Sirsa.

SPECIFICATION

Name of District	Name of Tehsil	Name of Village	Area in acres	Details of Khasra Nos.
Hissar	Dabwali	Mattdadu, H.No. 290	2.983	106
				11, 12, 13, 19, 20 107
				11 to 20 108
				11 to 20 109
				11, 12, 13/1, 13/2, 14, 15, 16/1, 16/2, 17 to 20

Name of District	Name of Tehsil	Name of village	Area in acres	Details of Khasra Nos.
				110
				11, 12, 13/1, 13/2, 14 to 20 111
				11 to 20 112
				12 to 19 125
				14, 15 126
				19, 20, 23, 24 140
				4, 7, 8, 13, 14, 17, 18, 23, 24 160
				3, 4, 7, 8 244, 262, 276, 285, 304 to 309, 316, 345 to 349, 352 to 361, 438, 463, to 474 518, 509, 511, 512, 563 to 573, 705, 708, 846, 847, 252, 294
Hissar	Dabwali	Huttikhera, H.B. No. 289 (Sabookhera)	2.983.	10
				7, 8, 13, 14, 17, 18, 23, 24 18
				3, 4, 7, 8, 13, 14, 17, 18, 23, 24 36
				3, 4, 7, 8/1 218, 219, 119, 141
		Total	5.966	

B. K. WADHWA,
Superintending Engineer,
Hissar Circle, P.W.D. B&R Branch.

LABOUR DEPARTMENT
The 9th December, 1974

No. 11604-4Lab-74/290.—In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workman and the management of Messrs Haryana State Co-operative Supply and Marketing Federation Ltd., Chandigarh:—

BEFORE SHRI O.P. SHARMA, PRESIDING OFFICER, LABOUR COURT, HARYANA,
ROHTAK

Reference No. 3 of 1974

between

SHRI JOGINDER SINGH AND THE MANAGEMENT OF MESSRS HARYANA STATE CO-OPERATIVE
SUPPLY AND MARKETING FEDERATION, LTD., CHANDIGARH

Present—

Shri Raagbir Singh for the workman

AWARD

Shri Joginder Singh, workman concerned was in the service of Messrs Haryana State Co-operative Supply and Marketing Federation Ltd., Chandigarh, and was posted as an Operator in the Harvesting Combines Unit, Hafed, G.T. Road, Taroari. His services were terminated by the management on 8th June, 1973. Feeling aggrieved he gave the demand notice asking for reinstatement and payment of back dues alleging that the termination of his services had been brought about without any justification and in an illegal manner. There was no satisfactory response from the management. Conciliation proceedings were started which also ended in failure.

On receipt of the failure report from the Conciliation Officer the Governor of Haryana, in exercise of the powers conferred by clause (c) of sub-section (i) of Section 10 of the Industrial Disputes Act, 1947, referred the dispute for adjudication to this Court,—*vide* order No. ID/KNL/154-B-73/47876-80, dated 27th December, 1973 with the following term of reference

Whether the termination of services of Shri Joginder Singh was justified and in order ? If not, to what relief is he entitled ?

Usual notices were given to the parties and they put in their respective pleadings. Shri Joginder Singh workman concerned, in his statement of claim dated 26th April, 1974, reiterated his demand for reinstatement with full back wages with the allegations that his services had been terminated without assigning any reason and ignoring his right of seniority and as such the impugned order was liable to be set aside.

On the other hand, the management contested his claim mainly on the ground that his appointment was on probation and his work having not been found to be satisfactory, his services were discharged as being no longer required. It was further alleged that the Haryana State Co-operative Supply and Marketing Federation was governed by its own rule and the provisions of the Industrial Disputes Act, 1947, were not applicable to the facts of the instance case.

The pleadings of the parties gave rise to the following two issues :—

1. Whether the present reference is bad in law for the reasons given in the preliminary objection No. 1 of the written statement ?
2. Whether the termination of services of Shri Joginder Singh was justified and in order ? If not, to what relief is he entitled ?

The management has examined one witness Shri P. S. Matla, Engineer Incharge of the Combine Unit besides placing on record copies of the appointment letter dated 28th July, 1972 of Shri Joginder Singh, Ex. M.1., report of the Committee dated 31st May, 1973 about the work of the Harvesting Combines, Ex. M. 2 along with the annexures, Exs M. 3 to M. 7, letter dated 26th August, 1973 of Shri Joginder Singh, requesting for the clearance of his dues, Ex. M. 8 and the letter dated 8th June, 1973 regarding termination of his services, Ex. M. 9.

Shri Joginder Singh, workman concerned has made his own statement without leading any other evidence excepting copy of the letter dated September 23, 1974, addressed to him by E. S. P. I. Trading Company, New Delhi, in reply to his letter dated 6th September, 1974 whereby he was informed that Combine No. 12 of Hafed, engine No. 72-25116 had ceased due to manufacturing defect and it was replaced free of cost by G.D.R. manufacturers.

Arguments have been addressed on both sides and I have given a very careful thought to the entire material on record.

Nothing worth consideration has been urged on behalf of the management with regard to issue No. 1 and it has not been shown how the present reference is bad in law. Shri Joginder Singh, workman concerned was admittedly working as an Operator in the Harvesting Combines Unit, Hafed which was engaged in an activity analogous to trade or business and as such was a Industry as defined under section 2-K of the Industrial Disputes Act, 1947. He had served the management with the demand notice challenging the impugned order of the termination of his services and since his demand for reinstatement and payment of back wages was not accepted it gave rise to an industrial dispute which was taken up for conciliation. The conciliation also ended in failure and on receipt of the failure report from the Conciliation Officer the Government was fully competent to refer this dispute for adjudication to this Court as provided under the Industrial Disputes Act, 1947. I find nothing wrong with the order of reference. The issue is, therefore, decided against the management and in favour of the workman.

Issue No. 2.—With regard to this issue, relating to the merits of the case, the burden was naturally upon the management to justify the termination of the services of the workman concerned and after a careful perusal of the evidence brought on record, oral as well as documentary, I am satisfied that the management has succeeded in discharging this burden. The very order of his appointment dated 28th July, 1972, copy Ex. M.1 would show that

the appointment of Shri Joginder Singh, workman concerned was on probation for one year and even after confirmation his services were liable for termination on payment of one month's notice pay. During this period his work was not found to be satisfactory as is clear from the statement of the Engineer Incharge of the Harvesting Combine, M.W. 1 read with the report of the Committee appointed for the assessment of the work of the Harvesting Combines, Ex. M. 2 and annexures Exs. M.3 to M.7. It has further come in the statement of Shri P.S. Malta M.W.1 that the Harvesting Combines, Taraori has since been closed and the services of all the workmen working there have been terminated.

There is no doubt, an averment in the written statement that due to the negligence of unsatisfactory performance of the present workman the engine block of Harvesting Combine No. 12 was completely broken along with the engine part thus paralysing further operation of the Harvesting Combine during the wheat Harvest of 1973 and thus causing a loss of Rs 50,000 in addition to the cost of engine which works out to be Rs 20,000. The learned representative of the workman has referred me to a copy of the letter dated September, 23, 1974 of the E.S.P.I. Trading Company, New Delhi, addressed to the workman informing him that in Combine No. 12 of Hafed, engine No. 72-25116 had ceased due to manufacturing defect and it was replaced free of cost by GDR manufacturers. It is, however, not necessary to go into this aspect of the case for the simple and obvious reason that the termination of the services of this workman has not been brought about by way of punishment due to causing the above loss to the management. Otherwise also his work was not found to be satisfactory and, therefore, the management passed the order of termination simpliciter against him in the very terms of the contract of his service,—vide letter of appointment dated 28th July, 1972, copy Ex. M.1 referred to above which provides that even after confirmation his services were liable for termination on payment of one month's salary. This condition has been fulfilled and there is no denial of the fact that one month's notice pay was paid to him.

Moreover, the question of his reinstatement as an Operator in the Harvesting Combines Unit, Hafed, does not otherwise arise because the unit has since been closed and the services of the remaining workmen have also been discharged or terminated. Nothing has been brought on record by the present workman to show that the said unit had been in operation after 1973. It will not be out of place to consider here that,—vide his letter dated 28th June, 1973, Ex. M.8, he has asked for the clearance of his dues salary, overtime allowance, T.A. charges, earned leave wages and bonus, etc., which fact further supports the contention of the management that the said Harvesting Combines Unit had in fact, been closed and his services were no longer required.

So, taking into consideration all the facts and the circumstances of the case and the reasons aforesaid, I am of the considered view that the termination of the services of the present workman which was brought about in the very terms of his contract of his services was perfectly justified and in order. The issue involved is decided against him holding that he is not entitled to any relief by way of reinstatement or payment of back dues for the intervening period. The award is made accordingly but without any order as to costs.

Dated the 28th November, 1974.

O. P. SHARMA,
Presiding Officer,
Labour Court, Haryana,
Rohtak.

No. 2818 dated 2nd December, 1974

Forwarded (four copies) to the Secretary to Government of Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

O.P. SHARMA,
Presiding Officer,
Labour Court, Haryana,
Rohtak.

No. 11625-4Lab-74/38055.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workman and the management of M/s Friends Rubber Works, Ballabgarh.

BEFORE SHRI O. P. SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA FARIDABAD
Reference No. 129 of 1973
between

SHRI MANTOLI WORKMAN CONCERNED AND THE MANAGEMENT OF M/S FRIENDS
RUBBER WORKS, BALLABGARH.

Present—

Shri Mantoli workman concerned with Shri Subhari Lal authorised representative.
Shri Anant Singh, Proprietor, for the management.

AWARD

Shri Mantoli workman concerned was in the service of M/s Friends Rubber Works, Ballabgarh. According to him the son of the Proprietor, working as Manager levelled certain charges of mis conduct against him and asked him to tender his resignation and there-after he was not allowed to join his duty. Feeling aggrieved he raised a demand for reinstatement as the termination of his services was illegal and unjustified but there was no satisfactory response from the management. He then gave the demand notice whereupon concillation proceedings were initiated which also ended in failure.

On receipt of the failure report from the Concillation Officer, the dispute was referred for adjudication to this Tribunal by order No. ID/FD/73/226/32331, dated 12th July, 1973 of the Governor of Haryana, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 with the following terms of reference.

Whether the termination of services of Shri Mantoli is justified and in order ? If not, to what relief is he entitled ?

The parties put in their respective pleadings. The workmen reiterated his claim for reinstatement and payment of back wages as earlier raised through the demand notice leading to the present reference. The management contested his claim. Some evidence has also been led by the parties.

It is, however, not necessary to go into the merits of the case as the parties have arrived at an amicable settlement. Shri Mantoli workman concerned has assured the Proprietor Shri Anant Singh that he would work faithfully and obey the orders of his superiors. The Proprietor has agreed to take him back on duty with effect from 26th October, 1974 with continuity of his previous service and on the same terms and conditions as before as well as to pay to him Rs. 700/ exgratia in lieu of the wages for the intervening period in two instalments. Rs Rs 350/ on 7th November, 1974 and Rs 350/- on 7th December, 1974 along with his usual wages. It has further been agreed that his wages and other dues for the period prior to his leaving service, if any will also be paid to him. The above terms have been accepted by the workman.

The award is, therefore, made in terms of the above settlement arrived at between the parties by which they shall be bound. No order as to costs.

Dated 11th November, 1974.

O. P. SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

Endorsement No. 1654, dated 28th November, 1974

Forwarded. four copies, to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

Dated 18th November, 1974.

O. P. SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

The 17th December, 1974

No. 11965-Lab-74/348.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workmen and the management of M/s Munjal Brothers, Bahadurgarh.

BEFORE SHRI O. P. SHARMA, PRESIDING OFFICER, LABOUR COURT, HARYANA,
ROHTAK

Reference No. 71 of 1974

between

SHRI ZILE SINGH AND THE MANAGEMENT OF M/S MUNJAL BROTHERS
BAHADURGARH

Present.—

Shri Rajinder Singh, for the workman.

Shri Sushil Kumar for the management.

AWARD

By order No. ID/RK/230-A-74/34244-48 dated 18th October, 1974 of the Governor of Haryana, the following dispute between the management of M/s Munjal Brothers, Bahadurgarh and its workman Shri Zile Singh was referred for adjudication to this Court, in exercise of the powers conferred by clause (c) of sub-section (i) of Section 10 of the Industrial Disputes Act, 1947.

“Whether the termination of services of Shri Zile Singh was justified and in order? If not, to what relief is he entitled?”

On receipt of the order of reference, usual notices were given to the parties who have arrived at an amicable settlement. Their statements have been recorded. The management has agreed to pay Rs 400/- to Shri Zile Singh, workman concerned within one week from today, in full and final settlement of his entire claims, and he has given up his right of reinstatement or re-employment.

In view of the above, no further proceedings are called for in the case and the award is made in terms of the above settlement arrived at between the parties. The management shall pay to the workman concerned Rs 400/- within one week from today, as agreed, and he shall have no right of reinstatement or re-employment. In the circumstances, there shall be no order as to costs.

Dated, : 5th December, 1974.

O. P. SHARMA,

Presiding Officer,
Labour Court, Haryana,
Rohtak.

No. 2858, dated 12th December, 1974.

Forwarded (four copies) to the Secretary to Government, of Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

O. P. SHARMA,

Presiding Officer,
Labour Court, Haryana,
Rohtak.

No. 11970-4Lab-74/292.—In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workman and the Management of M/s Kishor Textile Mills, Sonapat.

BEFORE SHRI O.P. SHARMA, PRESIDING OFFICER, LABOUR COURT, HARYANA, ROHTAK

Reference No. 36 of 1973

between

SHRI RAJ PATI PANDE AND THE MANAGEMENT OF M/S KISHOR TEXTILE MILLS,
SONEPAT

Present: Shri S. R. Gupta, for the workman.

Shri R. C. Sharma for the management.

AWARD

Shri Raj Pati Pande workman concerned was in the service of M/s Kishor Textile Mills, Sonapat. The management allegedly terminated his services in an illegal manner and without any justification w.e.f. 5th January 1973. He demanded reinstatement but without success. This gave rise to an industrial dispute. Conciliation proceedings were started which also ended in failure.

On receipt of the failure report from the Conciliation Officer, the Governor of Haryana, referred the dispute for adjudication to this court,—*vide*, order No. ID/RK/191-A-73/17073-77, dated 17th May, 1973, in exercise of the powers conferred by clause (c) of sub-section (i) of Section 10 of the Industrial Disputes Act, 1947, with the following term of reference :—

“Whether the termination of services of Shri Raj Pati Pande was justified and in order ? If not, to what relief is he entitled ?”

The parties put in their respective pleadings. The workman reiterated his claim for reinstatement and payment of back dues as earlier raised by him through the demand notice leading to the present reference. According to him, he had proceeded on leave from 22nd December, 1972 to 4th January, 1973 but when he reported for duty on 5th January, 1973, he was not allowed to resume his work. On the other hand, the management contested his claim on the ground that as a matter of fact, he had himself abandoned service by remaining absent from duty without any proper authorisation. It was further pleaded that the demand the subject matter of the present reference was not first raised on the management and rejected by it so as to constitute an industrial dispute within the meaning of the law.

The following three issues arose for determination in the case :—

- (1) Whether it is a case of self abandonment of service by the workman concerned ?
- (2) If issue No. 1 is not proved whether the demand the subject matter of the present reference was first raised on the management and rejected by it before taking the matter for conciliation ?
- (3) Whether the termination of services of Shri Raj Pati Pande was justified and in order ? If not, to what relief is he entitled ?

The management has examined its supervisor Shri Dharam Vir who has proved the letter of appointment, dated 18th November, 1971 of Shri Raj Pati Pande Ex. M.1, the letter, dated 31st December, 1972 of the Manager regarding the absence from duty of Shri Raj Pati Pande from 22nd December, 1972 without proper leave with copy to the Labour Inspector, Sonapat Ex. M.2, the extract of the relevant entries in the attendance register showing the workman as absent from duty from 22nd December, 1972 till 30th December, 1972 Ex. M.3. According to this witness the name of the workman did not appear in the attendance register after 30th December, 1972.

Shri Raj Pati Pande workman concerned has made his own statement that he had proceeded on leave from 21st December, 1972 to 4th January, 1973 which had been sanctioned as told to him by Shri Prem Bhatia, Factory Manager. He had reported for duty on the expiry of the leave on 5th January, 1973 when he was not allowed to resume his duty because he had appeared as a witness for another worker Shri Chhangar Lal a day earlier on 4th January, 1973 and the management was displeased with him on this ground. He has further stated that he had approached the management for reinstatement but without success and then he had approached the union who had given the demand notice which forms part of the present reference. He has further stated that during the intervening period he has remained out of job and that he had never worked with M/s Gauri Textiles, Sonapat from 22nd December, 1972 onwards.

Another witness Shri Balbir Singh Jain, Branch Post Master, Fajal Pur, District Sonapat examined by the workman has simply stated that on 17th January, 1973 a registered cover was delivered to M/s Kishor Textile Mills, Bahalgarh Road, Sonapat which had been received from Chandigarh.

The case has been fully argued on both sides and I have given due consideration to the facts on records.

Issue Nos. 1 and 3 are inter-connected and may safely be taken up together. With regard to issue No. 2 nothing worth consideration has been brought on record on behalf of the management to whom that the demand, the subject matter of the present reference was not first raised on it by the workman concerned so as to constitute an industrial dispute within the meaning of the law as laid down in the Sindhu Re-settlement Corporation Case. The workman concerned has sworn testimony to the fact that after he had been refused work he had approached the management but without success and then the demand notice had been given to which also there was no reply. In conciliation proceedings started on the demand notice, dated 6th January, 1973 Ex. M.4, also the management does not appear to show any willingness to take this workman back on duty. He has not been cross-examined on this point. The solitary witness Shri Dharam Vir, Supervisor examined in the case has not said a word with regard to issue No. 2 that no demand notice had been raised by the present workman on the management before taking up the matter for conciliation. So, taking into consideration, all these facts together, I am satisfied that the demand had been properly raised on the management as required by law and the learned representative of the management has not been able to satisfy me to the contrary. Issue No. 2 is accordingly decided in favour of the workman.

Issue No. 1 and 3.—As already pointed out, the main plea of the management in the case is that this workman had remained absent from duty without any proper authorisation from 22nd December, 1972 onwards, whereas the case for the workman is that he had applied for leave from 22nd December, 1972 to 4th January, 1974 which was duly sanctioned. No leave application said to have been made by the workman or copy thereof has been produced in the case. The purpose of the leave has also not been disclosed. Shri Dharam Vir Supervisor was not

cross-examined and no question was put to him on this point that he had actually proceeded on leave after the same had been sanctioned for the period in question. On the other hand, the management has proved the letter Ex. M.2 addressed by the Manager to the Time Keeper that this workman had been on leave from 22nd December, 1972 and also the extract of the relevant entry in the attendance register showing him absent from duty from 22nd December, 1972 to 30th December, 1972. Since this workman had remained absent from duty for more than 7 days, without proper authorisation, the management was well within its rights, to strike his name off the rolls, as per term No. 7 of the contract of his service given in the letter of his appointment Ex. M.1. In the circumstances, the termination of the services of this workman can not be said to have been brought about by any act or action on the part of the management which it could be called upon to justify. His services, infact, automatically stood terminated by his own act of remaining absent from duty for the prescribed period without any leave or proper authorisation. In other words, it is a clear case of self abandonment of service by the workman himself. His contention that the management had terminated his services due to any malafide motive has not been sustained.

On a careful consideration of the material on record and for the reasons aforesaid, issues Nos. 1 and 3 are, therefore, decided in favour of the management and against the workman and, in the result, he is not entitled to any relief by way of reinstatement or payment of back dues. The award is made accordingly but without any order as to costs.

Dated the 6th December, 1974.

O.P. SHARMA,
Presiding Officer,
Labour Court, Haryana, Rohtak.

No. 2863, dated the 12th December, 1974.

Forwarded (four copies) to the Secretary to Government of Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

O.P. SHARMA,
Presiding Officer,
Labour Court, Haryana, Rohtak.

No. 11967-4Lab-74/813.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workman and the management of M/s Haryana Rubber Industry Private Limited, Bahalgarh.

BEFORE SHRI O. P. SHARMA, PRESIDING OFFICER, LABOUR COURT,
HARYANA, ROHTAK

Reference No. 55 of 1974

between

SHRI MOHAMMED IDRISH AND THE MANAGEMENT OF M/S HARYANA RUBBER
INDUSTRY (P) LTD., BAHALGARH

Present :—

Shri Surinder Nath Mishra, for the management.

Nemo, for the workman.

AWARD

By order No. ID/RK/214-C-74/27868-72, dated 26th July, 1974 of the Governor of Haryana the following dispute between the management of M/s Haryana Rubber Industry (P) Ltd., Bahalgarh and its workman Shri Mohammed Idrish was referred for adjudication to this court, in exercise of the powers conferred by clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947.

“Whether the termination of services of Shri Mohammed Idrish was justified and in order? If not, to what relief is he entitled?”

The workman concerned has not appeared. The management has pleaded full and final payment of his dues on the basis of his resignation.

Statement of Shri Surinder Nath Mishra, Time Keeper has been recorded. He has proved the resignation Exhibit M. 1 of the workman concerned submitted by him on 25th July, 1973 and accepted on the same day, letter dated 29th July, 1973 of the Labour Officer-cum-Conciliation Officer addressed

to the management for the payment of the dues of the workman Exhibit M. 3 and the letter Exhibit M. 2 of the workman himself admitting the fact that he had received his dues, wages and bonus for 1972-73 and that no dispute was left between him and the management.

In view of the above, no further proceedings are called for and there is apparently no reason to disbelieve the plea raised on behalf of the management as stated by Shri Surinder Nath Mishra, Time Keeper read with the documents referred to above.

The workman having himself tendered his resignation and received his dues in full and final settlement of his entire claims, no industrial dispute existed between the parties which could validly be referred for adjudication to this court and otherwise also he is not entitled to any relief by way of reinstatement or payment of any dues on account of his own conduct as discussed above. The award is made accordingly. No order as to costs.

Dated, 5th December, 1974.

O. P. SHARMA,
Presiding Officer,
Labour Court, Haryana,
Rohtak.

No. 2860, dated, 12th December, 1974.

Forwarded (four copies) to the Secretary to Government, of Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

O. P. SHARMA,
Presiding Officer,
Labour Court, Haryana,
Rohtak.

M. SETH,

Commissioner and Secretary to Government,
Labour and Employment Departments, Haryana.

LABOUR AND EMPLOYMENT DEPARTMENT

The 19th December, 1974

No. 12097-5Lab-74/499.—Whereas the Haryana Veterinary Vaccine Institute, Hissar has requested for the grant of exemption from all the provisions of the Factories Act, 1948.

And whereas the Governor of Haryana is satisfied that the provisions of the Scheme submitted by a person having control on the Haryana Veterinary Institute, Hissar, for regulation of hours of employment, intervals from meals and holidays of the persons employed in or attending the said Institution or who are inmates thereof, are not less favourable than the corresponding provisions of the aforesaid Act.

Now, therefore, in exercise of the powers conferred by section 86, of the Factories Act, 1948, the Governor of Haryana, is pleased to exempt the Haryana Veterinary Institute, Hissar from the provisions of all the sections except Section 6 and 7 of the said Act, for a period of two years from 1st January, 1975.

M. SETH,
Commissioner & Secretary.

राजस्व विभाग

युद्ध जागीर

दिनांक 6 जनवरी, 1975

क्रमांक 2753-ज(II)-74/332.—श्री हरद्वारी, पुत्र श्री गुलाबा, निवासी गांव कोहला, तहसील गोहाना, जिला सोनीपत, की दिनांक 28 जनवरी, 1974 को मृत्यु के परिणामस्वरूप हरियाणा के राज्यपाल पूर्वी पंजाब युद्ध पुरस्कार अधिनियम, 1948 की धारा 4 एवं 2ए(1ए) तथा 3(1ए) के अधीन प्रदान की गई शक्तियों का प्रयोग करते हुए सहर्ष आदेश देते हैं कि श्री हरद्वारी की मुल्लिग 150 रुपये वार्षिक की जागीर, जो कि उसे हरियाणा सरकार की अधिसूचना क्रमांक 2680 आर(5)67/1976, दिनांक 16 जून, 1967 तथा 5041-आर-II-70/29505, दिनांक 8 दिसम्बर, 1970, द्वारा मंजूर हुई थी, अब श्रीमती दया कौर, विधवा श्री हरद्वारी के नाम खरीफ, 1974 से 150 रुपये वार्षिक की दर से मंजूर की जाती है। इन अधिकारों का प्रयोग सनद में दी गई शर्तों के अन्तर्गत किया जायेगा।